

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROBYNN EUROPE,

Plaintiff,

-against-

EQUINOX HOLDINGS, INC. d/b/a EQUINOX
FITNESS CLUB, EQUINOX EAST 92nd STREET,
INC., JOSE TAVERAS, *individually*,
CHRISTOPHER MALTMAN, *individually*, and
ADAM GECHT, *individually*,

Defendants.

Case No.: 1:20-cv-07787 (JGK)

**ANSWER AND DEFENSES TO
COMPLAINT**

Defendants Equinox Holdings, Inc. d/b/a Equinox Fitness Club (“EHI”), Equinox East 92nd Street, Inc., Adam Gecht and Christopher Maltman (collectively “Defendants”) by and through their undersigned counsel, Jackson Lewis P.C., hereby file their Answer and Defenses to Plaintiff’s Complaint and state as follows:

AS TO “NATURE OF THE CASE”

1. Defendants deny the allegations set forth in Paragraph “1” of the Complaint.
2. Defendants deny the allegations set forth in Paragraph “2” of the Complaint.

AS TO “PARTIES”

3. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in Paragraph “3” of the Complaint, except aver that Plaintiff was employed by EHI from on or about November 20, 2018 to September 24, 2019.
4. Defendants deny the allegations set forth in Paragraph “4” of the Complaint, except aver that EHI is a foreign business corporation with headquarters in New York.

5. Defendants deny the allegations set forth in Paragraph “5” of the Complaint, except aver that Defendant Equinox East 92nd Street, Inc. is a domestic business corporation.

AS TO “JURISDICTION AND VENUE”

6. Defendants deny the allegations set forth in Paragraph “6” of the Complaint, except aver that jurisdiction is proper.

7. Defendants deny the allegations set forth in Paragraph “7” of the Complaint, except aver that venue is proper.

AS TO “EXHAUSTION OF ADMINISTRATIVE REMEDIES”

8. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in Paragraph “8” of the Complaint.

9. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in Paragraph “9” of the Complaint.

AS TO “FACTUAL ALLEGATIONS”

10. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations asserted in Paragraph “10” of the Complaint.

11. Defendants deny the allegations set forth in Paragraph “11” of the Complaint, except aver that Plaintiff was hired by EHI as a Fitness Manager in November 2018 at its East 61st Street location.

12. Defendants deny the allegations set forth in Paragraph “12” of the Complaint.

13. Defendants admit the allegations set forth in Paragraph “13” of the Complaint.

14. Defendants deny the allegations set forth in Paragraph “14” of the Complaint.

15. Defendants admit the allegations set forth in Paragraph “15” of the Complaint.

16. Defendants deny the allegations set forth in Paragraph “16” of the Complaint.

17. Defendants deny the allegations set forth in Paragraph “17” of the Complaint.

18. Defendants deny the allegations set forth in Paragraph “18” of the Complaint, except deny knowledge or information regarding conversations that Plaintiff had with the prior Personal Training Manager.

19. Defendants deny the allegations set forth in Paragraph “19” of the Complaint.

20. Defendants deny the allegations set forth in Paragraph “20” of the Complaint.

21. Defendants deny the allegations set forth in Paragraph “21” of the Complaint.

22. Defendants deny the allegations set forth in Paragraph “22” of the Complaint.

23. Defendants deny the allegations set forth in Paragraph “23” of the Complaint.

24. Defendants deny the allegations set forth in Paragraph “24” of the Complaint.

25. Defendants deny the allegations set forth in Paragraph “25” of the Complaint.

26. Defendants deny the allegations set forth in Paragraph “26” of the Complaint.

27. Defendants deny the allegations set forth in Paragraph “27” of the Complaint.

28. Defendants deny the allegations set forth in Paragraph “28” of the Complaint.

29. Defendants deny the allegations set forth in Paragraph “29” of the Complaint.

30. Defendants deny the allegations set forth in Paragraph “30” of the Complaint.

31. Defendants deny the allegations set forth in Paragraph “31” of the Complaint.

32. Defendants deny the allegations set forth in Paragraph “32” of the Complaint.

33. Defendants deny the allegations set forth in Paragraph “33” of the Complaint.

34. Defendants deny the allegations set forth in Paragraph “34” of the Complaint.

35. Defendants deny the allegations set forth in Paragraph “35” of the Complaint.

36. Defendants deny the allegations set forth in Paragraph “36” of the Complaint.

37. Defendants deny the allegations set forth in Paragraph “37” of the Complaint, except deny knowledge or information regarding conversations that Plaintiff had with Mr. Heath.

38. Defendants deny the allegations set forth in Paragraph “38” of the Complaint.

39. Defendants deny the allegations set forth in Paragraph “39” of the Complaint.

40. Defendants deny the allegations set forth in Paragraph “40” of the Complaint.

41. Defendants deny the allegations set forth in Paragraph “41” of the Complaint, except aver that on April 15, 2019 Plaintiff was issued a written Record of Discussion (“ROD”) and refer to the document referenced for a true and correct statement of its contents.

42. Defendants deny the allegations set forth in Paragraph “42” of the Complaint.

43. Defendants deny the allegations set forth in Paragraph “43” of the Complaint.

44. Defendants deny the allegations set forth in Paragraph “44” of the Complaint.

45. Defendants deny the allegations set forth in Paragraph “45” of the Complaint.

46. Defendants deny the allegations set forth in Paragraph “46” of the Complaint.

47. Defendants deny the allegations set forth in Paragraph “47” of the Complaint.

48. Defendants deny the allegations set forth in Paragraph “48” of the Complaint.

49. Defendants deny the allegations set forth in Paragraph “49” of the Complaint, except aver that EHI does not approve race-based requests from clients.

50. Defendants deny the allegations set forth in Paragraph “50” of the Complaint, except aver that EHI does not approve race-based requests from clients.

51. Defendants deny the allegations set forth in Paragraph “51” of the Complaint, except aver that Mr. Taveras asked Plaintiff to send him a written statement about the alleged incident.

52. Defendants deny the allegations set forth in Paragraph “52” of the Complaint.

53. Defendants deny the allegations set forth in Paragraph “53” of the Complaint.

54. Defendants deny the allegations set forth in Paragraph “54” of the Complaint.

55. Defendants deny the allegations set forth in Paragraph “55” of the Complaint.

56. Defendants deny the allegations set forth in Paragraph “56” of the Complaint, except aver that on June 5, 2019 Plaintiff was issued a Final ROD.

57. Defendants deny the allegations set forth in Paragraph “57” of the Complaint.

58. Defendants deny the allegations set forth in Paragraph “58” of the Complaint, and refer to the document referenced for a true and correct statement of its contents.

59. Defendants deny the allegations set forth in Paragraph “59” of the Complaint.

60. Defendants deny the allegations set forth in Paragraph “60” of the Complaint, except aver that EHI terminated Plaintiff’s employment on September 24, 2019.

61. Defendants deny the allegations set forth in Paragraph “61” of the Complaint, and refer to the document referenced for a true and correct statement of its contents.

62. Defendants deny the allegations set forth in Paragraph “62” of the Complaint, and refer to the document referred for a true and correct statement of its contents.

63. Defendants deny the allegations set forth in Paragraph “63” of the Complaint, and refer to the document referenced for a true and correct statement of its contents.

64. Defendants deny the allegations set forth in Paragraph “64” of the Complaint.

65. Defendants deny the allegations set forth in Paragraph “65” of the Complaint.

66. Defendants deny the allegations set forth in Paragraph “66” of the Complaint.

67. Defendants deny the allegations set forth in Paragraph “67” of the Complaint.

68. Defendants deny the allegations set forth in Paragraph “68” of the Complaint.

69. Defendants deny the allegations set forth in Paragraph “69” of the Complaint.

70. Defendants deny the allegations set forth in Paragraph “70” of the Complaint, except aver that Defendant Gecht was promoted to Director of International Operations in November 2019.

71. Defendants deny the allegations set forth in Paragraph “71” of the Complaint.

72. Defendants deny the allegations set forth in Paragraph “72” of the Complaint.

73. Defendants deny the allegations set forth in Paragraph “73” of the Complaint.

74. Defendants deny the allegations set forth in Paragraph “74” of the Complaint.

75. Defendants deny the allegations set forth in Paragraph “75” of the Complaint.

76. Defendants deny the allegations set forth in Paragraph “76” of the Complaint.

77. Defendants deny the allegations set forth in Paragraph “77” of the Complaint.

78. Defendants deny the allegations set forth in Paragraph “78” of the Complaint.

AS TO "FIRST CAUSE OF ACTION
Discrimination in Violation of Title VII Against the Corporate Defendants"

79. Defendants repeat and reallege each of their denials and other responses to Paragraphs "1" through "78" of the Complaint.

80. Defendants deny the allegations set forth in Paragraph "80" of the Complaint.

81. Defendants deny the allegations set forth in Paragraph "81" of the Complaint.

82. Defendants deny the allegations set forth in Paragraph "82" of the Complaint.

83. Defendants deny the allegations set forth in Paragraph "83" of the Complaint.

AS TO "SECOND CAUSE OF ACTION
Retaliation in Violation of Title VII Against the Corporate Defendants"

84. Defendants repeat and reallege each of their denials and other responses to Paragraphs "1" through "83" of the Complaint.

85. Defendants deny the allegations set forth in Paragraph "85" of the Complaint.

86. Defendants deny the allegations set forth in Paragraph "86" of the Complaint.

87. Defendants deny the allegations set forth in Paragraph "87" of the Complaint.

88. Defendants deny the allegations set forth in Paragraph "88" of the Complaint.

AS TO “THIRD CAUSE OF ACTION
Discrimination In Violation of the 42 U.S.C. § 1981 Against the Corporate Defendants

89. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “88” of the Complaint.

90. Defendants deny the allegations set forth in Paragraph “90” of the Complaint.

91. Defendants deny the allegations set forth in Paragraph “91” of the Complaint.

92. Defendants deny the allegations set forth in Paragraph “92” of the Complaint.

93. Defendants deny the allegations set forth in Paragraph “93” of the Complaint.

94. Defendants deny the allegations set forth in Paragraph “94” of the Complaint.

95. Defendants deny the allegations set forth in Paragraph “95” of the Complaint.

AS TO “FOURTH CAUSE OF ACTION
Retaliation in Violation of the 42 U.S.C. § 1981 Against the Corporate Defendants”

96. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “95” of the Complaint.

97. Defendants deny the allegations set forth in Paragraph “97” of the Complaint.

98. Defendants deny the allegations set forth in Paragraph “98” of the Complaint.

99. Defendants deny the allegations set forth in Paragraph “99” of the Complaint.

100. Defendants deny the allegations set forth in Paragraph “100” of the Complaint.

101. Defendants deny the allegations set forth in Paragraph “101” of the Complaint.

102. Defendants deny the allegations set forth in Paragraph “102” of the Complaint.

AS TO “FIFTH CAUSE OF ACTION
Discrimination in Violation of the NYSHRL Against all Defendants”

103. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “102” of the Complaint.

104. Defendants deny the allegations set forth in Paragraph “104” of the Complaint.

105. Defendants deny the allegations set forth in Paragraph “105” of the Complaint.

106. Defendants deny the allegations set forth in Paragraph “106” of the Complaint.

107. Defendants deny the allegations set forth in Paragraph “107” of the Complaint.

108. Defendants deny the allegations set forth in Paragraph “108” of the Complaint.

AS TO “SIXTH CAUSE OF ACTION
Retaliation in Violation of the NYSHRL Against All Defendants”

109. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “108” of the Complaint.

110. Defendants deny the allegations set forth in Paragraph “110” of the Complaint.

111. Defendants deny the allegations set forth in Paragraph “111” of the Complaint.

112. Defendants deny the allegations set forth in Paragraph “112” of the Complaint.

113. Defendants deny the allegations set forth in Paragraph “113” of the Complaint.

114. Defendants deny the allegations set forth in Paragraph “114” of the Complaint.

AS TO “SEVENTH CAUSE OF ACTION
Discrimination in Violation of the NYCHRL Against All Defendants”

115. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “114” of the Complaint

116. Defendants deny the allegations set forth in Paragraph “116” of the Complaint.

117. Defendants deny the allegations set forth in Paragraph “117” of the Complaint.

118. Defendants deny the allegations set forth in Paragraph “118” of the Complaint.

119. Defendants deny the allegations set forth in Paragraph “119” of the Complaint.

120. Defendants deny the allegations set forth in Paragraph “120” of the Complaint.

121. Defendants deny the allegations set forth in Paragraph “121” of the Complaint.

AS TO “EIGHTH CAUSE OF ACTION
Retaliation in Violation of the NYCHRL Against All Defendants”

122. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “121” of the Complaint.

123. Defendants deny the allegations set forth in Paragraph “123” of the Complaint.

124. Defendants deny the allegations set forth in Paragraph “124” of the Complaint.

125. Defendants deny the allegations set forth in Paragraph “125” of the Complaint.

126. Defendants deny the allegations set forth in Paragraph “126” of the Complaint.

127. Defendants deny the allegations set forth in Paragraph “127” of the Complaint.

AS TO “NINTH CAUSE OF ACTION
Discrimination in Violation of the ADA Against All Defendants”

128. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “127” of the Complaint.

129. Defendants deny the allegations set forth in Paragraph “129” of the Complaint.

130. Defendants deny the allegations set forth in Paragraph “130” of the Complaint.

131. Defendants deny the allegations set forth in Paragraph “131” of the Complaint.

132. Defendants deny the allegations set forth in Paragraph “132” of the Complaint.

133. Defendants deny the allegations set forth in Paragraph “133” of the Complaint.

134. Defendants deny the allegations set forth in Paragraph “134” of the Complaint.

AS TO “TENTH CAUSE OF ACTION
Retaliation in Violation of the ADA Against All Defendants Except Maltman”

135. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “134” of the Complaint.

136. Defendants deny the allegations set forth in Paragraph “136” of the Complaint.

137. Defendants deny the allegations set forth in Paragraph “137” of the Complaint.

138. Defendants deny the allegations set forth in Paragraph “138” of the Complaint.

139. Defendants deny the allegations set forth in Paragraph “139” of the Complaint.

140. Defendants deny the allegations set forth in Paragraph “140” of the Complaint.

141. Defendants deny the allegations set forth in the “Therefore” Paragraph of the Complaint.

AS TO “DEMAND FOR RELIEF”

142. Defendants deny the allegations set forth in the “Demand for Relief” of the Complaint, including subparts (a) through (e) contained therein, and deny that Plaintiff is entitled to any relief whatsoever.

AS TO “DEMAND FOR TRIAL BY JURY”

143. Defendants deny the allegations set forth in the “Demand for Trial by Jury” of the Complaint, except aver that Plaintiff demands a trial by jury.

STATEMENT OF AFFIRMATIVE AND OTHER DEFENSES

144. Defendants assert the following affirmative and other defenses without assuming any burden of production or proof that they would not otherwise have:

AS AND FOR A FIRST DEFENSE

145. Plaintiff’s Complaint, in whole or in part, should be dismissed for failure to state a claim upon which relief can be granted.

AS AND FOR A SECOND DEFENSE

146. Plaintiff’s claims are barred, in whole or in part, by the doctrines of laches, estoppel, waiver and/or other equitable defenses.

AS AND FOR A THIRD DEFENSE

147. Plaintiff is not entitled to equitable relief insofar as she has an adequate remedy at law.

AS AND FOR A FOURTH DEFENSE

148. Any and all actions taken by Defendants with regard to Plaintiff were based upon legitimate, non-discriminatory and non-retaliatory business reasons and would have been taken regardless of Plaintiff's membership in any protected classification or engagement in any alleged protected activity.

AS AND FOR A FIFTH DEFENSE

149. To the extent Plaintiff is claiming punitive damages, Plaintiff is not entitled to recover any punitive damages against Defendants because, inter alia, Defendants acted in good faith and did not commit, ratify, authorize or acquiesce in any malicious, willful or reckless acts or omissions.

AS AND FOR A SIXTH DEFENSE

150. The Complaint is barred, in whole or in part, because (a) Defendants exercised reasonable care to prevent and to correct promptly any alleged discriminatory conduct, and (b) Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by EHI or to avoid harm otherwise.

AS AND FOR A SEVENTH DEFENSE

151. To the extent it is learned in discovery, Plaintiff's claims for damages are barred, in whole or in part, to the extent Plaintiff failed to mitigate damages.

152. In addition to the foregoing defenses, Defendants retain the right to amend their Answer to raise additional affirmative defenses and other defenses or pursue any available counterclaims against Plaintiff as those claims become known during this litigation.

WHEREFORE, Defendants respectfully request that the Court:

- (a) dismiss the Complaint in its entirety, with prejudice;
- (b) deny each demand and prayer for relief contained in the Complaint;

(c) award Defendants reasonable attorneys' fees and costs, incurred in defending against this action; and

(d) grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

JACKSON LEWIS P.C.
666 Third Avenue
New York, New York 10017
(212) 545-4000

By:



Jason A. Zoldessy
Gregory S. Slotnick

ATTORNEYS FOR DEFENDANTS

Dated: November 12, 2020
New York, New York